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2
3 BILL NO. S-74-11-02

4 SPECIAL ORDINANCE NO. S- Withdrawn

5 AN ORDINANCE approving Agreements to Purchase
6 Real Estate for off street parking

7
8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
9 WAYNE, INDIANA:

10 SECTION 1. The Agreements to Purchase Real Estate between George
11 Tsiguloff and Marie L. Replogle and the City of Fort Wayne, by and through its
12 Mayor and the Board of Public Works, as follows:

13 George Tsiguloff - \$14,800.00
14 Lots Four (4) and Five (5), Barbour's Subdivision
15 of Hanna Outlot 15 in the City of Fort Wayne, Allen
16 County, Indiana

17 Marie L. Replogle - \$4,760.00
18 Lot Six (6) Barbour's Subdivision of Hanna Outlot
19 15 in the City of Fort Wayne, County of Allen, Indiana

20 for a total cost of \$19,560.00, all as more particularly set forth in said Agreements,
21 which are on file in the Office of the Board of Public Works, and are by reference
22 incorporated herein and made a part hereof, are hereby in all things ratified, con-
23 firmed and approved.

24 SECTION 2. This Ordinance shall be in full force and effect from and
25 after its passage and approval by the Mayor.

26
27 William T. Linga
28 Councilman

29
30
31
32
33
34 APPROVED AS TO FORM
35 AND LEGALITY
Bob B. Allen

Read the first time in full and on motion by Hing, seconded by Brown, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197_____, at _____ o'clock P.M., E.S.T.

Date: 11-12-74

Shirley W. Hester
CITY CLERK

Read the third time in full and on motion by _____, seconded by _____, and duly adopted, placed on its passage.
Passed (LOST) by the following vote:

	AYES _____	NAYS _____	ABSTAINED _____	ABSENT _____	to-wit:
BURNS	_____	_____	_____	_____	
HINGA	_____	_____	_____	_____	
KRAUS	_____	_____	_____	_____	
MOSES	_____	_____	_____	_____	
NUCKOLS	_____	_____	_____	_____	
SCHMIDT, D.	_____	_____	_____	_____	
SCHMIDT, V.	_____	_____	_____	_____	
STIER	_____	_____	_____	_____	
TALARICO	_____	_____	_____	_____	

DATE: _____

Shirley W. Hester
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. _____ on the _____ day of _____, 197____.

ATTEST: (SEAL)

Shirley W. Hester
CITY CLERK

Shirley W. Hester
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the _____ day of _____, 197_____, at the hour of _____ o'clock _____ M., E.S.T.

CITY CLERK

Approved and signed by me this _____ day of _____, 197_____, at the hour of _____ o'clock _____ M., E.S.T.

MAYOR

Bill No. S-74-11-02

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance
approving Agreements to Purchase Real Estate for off street parking

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance W/10 PASS.

✓ William T. Hinga - Chairman

✓ John Nuckols - Vice-Chairman

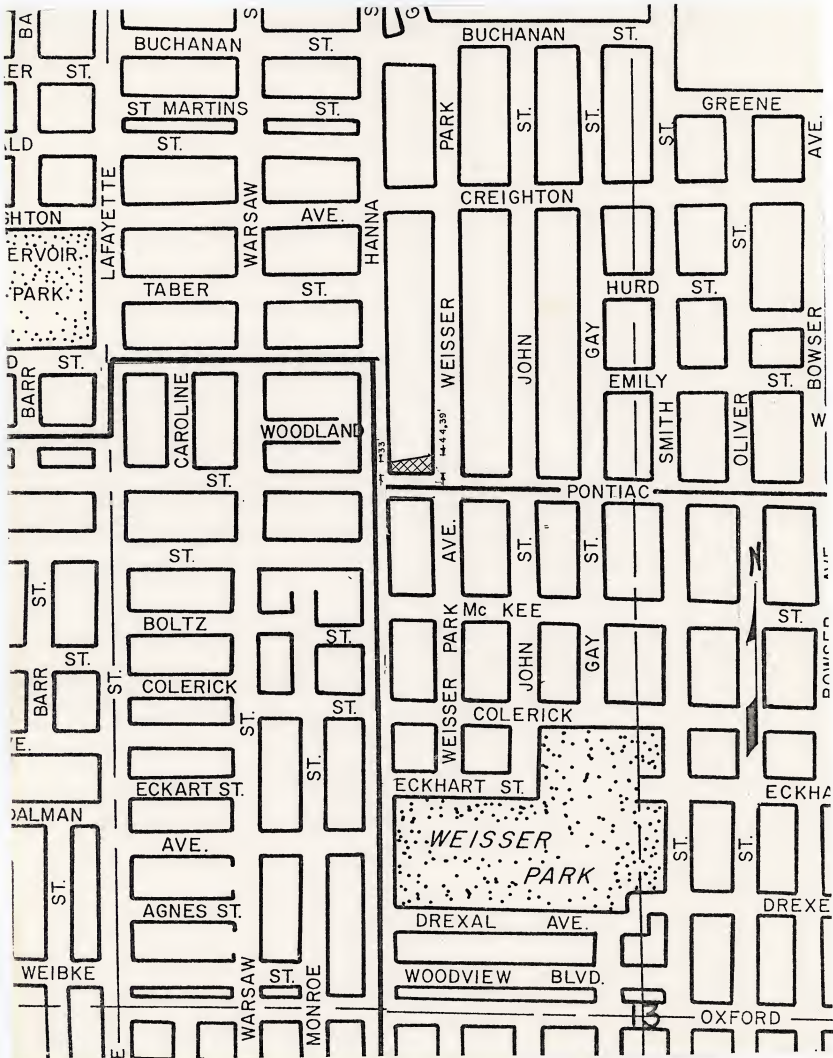
✓ ~~Sam. Talaris~~
James S. Stier

✓ Winfield C. Moses, Jr.

✓ ~~Vivian Schmidt~~
Paul M. Burns

4-13-76 CONCURRED IN
DATE 4-13-76 CHARLES W. WESTERMAN, CITY CLERK

~~John Nuckols~~
~~James S. Stier~~ Samuel H. Talaris
~~Winfield C. Moses, Jr.~~
~~Vivian Schmidt~~
Vivian H. Schmidt



61-178-28

AGREEMENT TO PURCHASE REAL ESTATE

DATE: October, 1974

TO: George Tsiguloff

OWNERS

The City of Fort Wayne, Indiana hereby agrees to purchase from you for the sum of \$ 14,800.00 the real estate in Allen County, Indiana, commonly known as 2619 South Hanna, Fort Wayne, Indiana.

the legal description of which is: Lots Four (4) and Five (5), Barbour's Sub-division of Hanna Outlot 15 in the City of Fort Wayne, Allen County, Indiana

The City will pay said sum of \$ 14,800.00 for said property upon the following terms: Cash upon delivery of a properly executed Warranty Deed for said property. Said purchase shall be subject to the approval of the Common Council of the City of Fort Wayne, Indiana.

This Agreement to Purchase is made subject to the following terms and conditions:

1. The City shall assume and pay the taxes upon said real estate due and payable ~~xxx~~ November, 1975 (2nd installment of 1974 taxes), and all subsequent taxes, and shall assume and pay any assessments upon said real estate for improvements which may become a lien after the date of this Agreement to Purchase.

2. Prior to the execution of the Warranty Deed you will furnish, at your expense, a properly prepared abstract of title for said real estate, continued to a date after the date of this Agreement to Purchase, disclosing a marketable title in you. The City will have said abstract examined by our attorney and will submit a legal opinion thereon without unreasonable delay. You will have a reasonable time to meet such requirements, if any, as may be necessary to render marketable the title to said real estate according to the Standards of Marketability of Abstracts of Title as adopted by the Allen County Indiana Bar Association.

3. This transaction shall be closed as soon as your title to said real estate meets necessary legal requirements. At said closing, you shall deliver to the City a properly executed Warranty Deed as hereinabove provided, conveying to the City said real estate and

all improvements thereon in the same condition they now are, usual wear and tear excepted. In this respect, you shall assume the risk of loss or damage to said real estate and all improvements thereon until the date of the delivery to the City of said Warranty Deed. In the event said real estate and all improvements thereon cannot be conveyed to the City in substantially their present condition, usual wear and tear excepted, this agreement, at City's election, shall not be binding.

4. Possession of said real estate shall be delivered to the City on or before thirty (30) days. Rents, if any, shall be pro-rated as of the date of closing. Insurance shall be cancelled as of the date of closing. You will pay all charges for utility services furnished said premises until the date possession is surrendered to the City.

5. This Agreement to Purchase includes all improvements and permanent fixtures used in connection with said real estate including but not necessarily limited to the following: All electrical, gas, heating and plumbing fixtures, all screens, screen doors, storm windows, shades, venetian blinds, drapery hardware, awnings, attached carpeting, linoleum, radio or television antennae, trees, shrubs, flowers, fences, and _____, if any, now in or

on the property, and the same shall be fully paid for and free of all liens and encumbrances at the time the City accepts title to said real estate, unless otherwise specified and agreed to by the City.

6. The City hereby represents that the intended use of the said real estate requires a zoning classification of _____ and this Agreement to Purchase is contingent on the said real estate being in such use district.

7. The City has personally inspected and examined the above property and make this Agreement to Purchase in good faith and all the terms and conditions are stated herein, there being no verbal agreements. If this Agreement to Purchase is accepted by you, it shall be an agreement binding and inuring to the benefit of both you and the City through its representatives.

Buyer: CITY OF FORT WAYNE, INDIANA

By: George A. Tsiguloff
Chairman, Board of Public Works

Address: City-County Bldg.
Fort Wayne, IN 46802

Phone: 423-7018

Dated this _____ day of October, 1974.

The undersigned, Owner of the property described in the above Agreement to Purchase, hereby accept said Offer and agree to abide by the terms and conditions thereof _____

Seller: _____

Address: _____

Phone: _____

Seller: George A. Tsiguloff
George Tsiguloff

Address: 10401 Bluffton Rd.

Fort Wayne, IN 46809
Phone: 747-3788

Dated this 28th day of October, 1974.

DATE: October, 1974

TO: Marie L. Replogle

OWNERS

The City of Fort Wayne, Indiana hereby agrees to purchase from you for the sum of \$ 4,760.00, the real estate in Allen County, Indiana, commonly known as 2620 Weisser Park, Fort Wayne, Indiana,

the legal description of which is: Lot Six (6), Barbour's Subdivision of Hanna Outlot 15 in the City of Fort Wayne, County of Allen, Indiana.

The City will pay said sum of \$ 4,760.00 for said property upon the following terms: Cash upon delivery of a properly executed Warranty Deed for said property. Said purchase shall be subject to the approval of the Common Council of the City of Fort Wayne, Indiana.

This Agreement to Purchase is made subject to the following terms and conditions:

1. The City shall assume and pay the taxes upon said real estate due and payable ~~xxx~~ November, 1975 (2nd installment of 1974 taxes), and all subsequent taxes, and shall assume and pay any assessments upon said real estate for improvements which may become a lien after the date of this Agreement to Purchase.

2. Prior to the execution of the Warranty Deed you will furnish, at your expense, a properly prepared abstract of title for said real estate, continued to a date after the date of this Agreement to Purchase, disclosing a marketable title in you. The City will have said abstract examined by our attorney and will submit a legal opinion thereon without unreasonable delay. You will have a reasonable time to meet such requirements, if any, as may be necessary to render marketable the title to said real estate according to the Standards of Marketability of Abstracts of Title as adopted by the Allen County Indiana Bar Association.

3. This transaction shall be closed as soon as your title to said real estate meets necessary legal requirements. At said closing, you shall deliver to the City a properly executed Warranty Deed as hereinabove provided, conveying to the City said real estate and

all improvements thereon in the same condition they now are, usual wear and tear excepted. In this respect, you shall assume the risk of loss or damage to said real estate and all improvements thereon until the date of the delivery to the City of said Warranty Deed. In the event said real estate and all improvements thereon cannot be conveyed to the City in substantially their present condition, usual wear and tear excepted, this agreement, at City's election, shall not be binding.

4. Possession of said real estate shall be delivered to the City on or before thirty (30) days. Rents, if any, shall be pro-rated as of the date of closing. Insurance shall be cancelled as of the date of closing. You will pay all charges for utility services furnished said premises until the date possession is surrendered to the City.

5. This Agreement to Purchase includes all improvements and permanent fixtures used in connection with said real estate including but not necessarily limited to the following: All electrical, gas, heating and plumbing fixtures, all screens, screen doors, storm windows, shades, venetian blinds, drapery hardware, awnings, attached carpeting, linoleum, radio or television antennae, trees, shrubs, flowers, fences, and _____, if any, now in or on the property, and the same shall be fully paid for and free of all liens and encumbrances at the time the City accepts title to said real estate, unless otherwise specified and agreed to by the City.

6. The City hereby represents that the intended use of the said real estate requires a zoning classification of _____ and this Agreement to Purchase is contingent on the said real estate being in such use district.

7. The City has personally inspected and examined the above property and make this Agreement to Purchase in good faith and all the terms and conditions are stated herein, there being no verbal agreements. If this Agreement to Purchase is accepted by you, it shall be an agreement binding and inuring to the benefit of both you and the City through its representatives.

Buyer: CITY OF FORT WAYNE, INDIANA

By: [Signature]
Chmn., Board of Public Works

Address: City-County Bldg

Fort Wayne, IN 46802
Phone: 423-7018

Dated this _____ day of October, 1974.

The undersigned, Owner of the property described in the above Agreement to Purchase, hereby accept said Offer and agree to abide by the terms and conditions thereof _____

Seller: _____

Address: _____

Phone: _____

Seller: [Signature]
Marie L. Replogle

Address: 3328 Heritage
Fort Wayne, IN 46806

Phone: 447-5703

Dated this 28 day of October, 1974.

✓

DIGEST SHEET

TITLE OF ORDINANCE SPECIAL ORDINANCE - PURCHASE OF REAL ESTATE

A-74-11-02

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE The City is desirous of acquiring certain properties

at the 2619 S. Hanna and 2620 Weisser Park at Pontiac for proposed off-street parking.

Propositions have been received from the owners and properties may be purchased for a
total cost of \$19,560.00.

SEE COPIES ATTACHED

EFFECT OF PASSAGE Provision of much needed off-street parking in Pontiac-

Hanna area.

EFFECT OF NON-PASSAGE No off-street parking.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) \$19,560.00 cost to

Civil City.

ASSIGNED TO COMMITTEE (XXXX)

Finance